

THE STATE OF ALABAMA

143

Know All Men By These Presents:

Jefferson County.

19810107000001550 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
01/07/1981 00:00:00 FILED/CERTIFIED

That for and in consideration of William L. Caldwell and wife, Reba Bailey Caldwell indebtedness to Iron and Steel Credit Union, in the sum of \$9,326.91

Nine Thousand Three Hundred Twenty Six and 91/100***** Dollars

evidenced by one promissory note dated January 6, 1981, 19

and payable according to the terms of said note.

NOW, THEREFORE, the said William L. Caldwell and wife, Reba Bailey Caldwell Mortgagors, in consideration of said indebtedness and as security for the payment of the said principal sum and interest and the performance of the covenants and agreements herein contained, and as security for the payment of any future indebtedness, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by promissory note or notes of Mortgagors, such additional note or notes to be identified by recital therein that it or they are secured by this mortgage and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, do by these presents, grant, bargain, sell and convey unto the said Iron and Steel Credit Union, Mortgagee, its successors or assigns,

the following described real estate in Jefferson County, Alabama,

to-wit: Begin at the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama; thence West along the South line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ 681.4 feet to a point. This point will hereinafter be known as the point of beginning. Beginning at the point of beginning; thence turn an angle of 73 degrees 35 minutes to the right and continue in a northwesterly direction 317.5 feet to the centerline of the road; in a southwesterly direction 200.0 feet to a point at its intersection with the east right of way line of Caldwell Mill Road; thence continue in a southeasterly direction along the east right of way of Caldwell Mill Road, 212.0 feet to its intersection with the south line of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 19 South, Range 2 West; thence continue east 222.0 feet along the Quarter line to the point of beginning.

THIS INSTRUMENT WAS FORWARDED BY
IRON & STEEL CREDIT UNION
701 - 12TH STREET, N.W.

Warranted free from all encumbrances and against any adverse claims.

Upon condition, however, That if they pay said note to the said Iron and Steel Credit Union, or their assigns with interest this deed to be void; but if they fail to pay said indebtedness in whole or in part at maturity, then the entire indebtedness hereby secured shall become due and payable and the said Iron and Steel Credit Union, their agents or assigns are authorized to take possession of said property, after giving ten days notice by writing to the last known address of the Mortgagors and said Mortgagees shall then be authorized and empowered to sell the same at auction to the highest bidder, for cash, in front of the court house door in said county, and the proceeds devote to the paying first the expense of advertising and selling, and the payment of a reasonable attorney's fee for foreclosing this mortgage, and second, the amount with interest that may be due on said note and the surplus, if any, to be turned over to the undersigned. And the mortgagees or their assigns are authorized to bid for said property and become the purchaser at said sale.

It is agreed between the parties hereto that this mortgage may not be assumed by any third party and the entire indebtedness due hereunder shall become due and payable at once without further notice or demand in the event the mortgagors herein shall at any time convey their interest, or any part thereof, to a third party.

Witness my hand and seal this 07th day of January, 1981.

Subscribed in witness:

NOTARY COLLECTED

THE STATE OF ALABAMA

I, the undersigned

Jefferson County

a Notary Public in and for said County, in said State, hereby
certify that William L. Caldwell and wife, Roba Bailey Caldwell
whose names are signed to the foregoing conveyance, and who are known to me,
acknowledge before me on this day, that, being informed of the contents of this conveyance have
executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this sixth day of January A. D. 1981

[Signature]

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 JAN -7 AM 10:40

NO TAX COLLECTED

[Signature]
JUDGE OF PROBATE

Rec 3.00
Ind. 1.00
4.00

IRON & STEEL CREDIT UNION

1200 4th AVENUE NORTH

P. O. BOX 11349

BIRMINGHAM, ALABAMA 35202

TO

MORTGAGE

THE STATE OF ALABAMA

County

Judge of the Probate Court of said County,
do hereby certify that the foregoing conveyance
is filed for registration in this office

the day of ,

, and was recorded in Vol. ,

Books of Deeds, Pages

the days of , 19

Judge of Probate.

Recording Fee, \$

State Tax \$

[Signature]